



Dynamic  
Healthcare  
Solutions



May 8, 2002

Mr. Steve Feinberg  
Cerberus Capital  
450 Park Avenue  
New York, New York

REDACTED



*Steve*

Dear Steve,

I have been thinking a great deal about our dinner last week because, while I have suspended it, I still haven't formally ended my contract with Cerberus. ~~In retrospect, the meeting really just didn't unfold as you said it would when you invited that me to come to New York to meet "face to face". You said that in response to my inquiry about the amount due, you had thought about the matter and "had a number", but it was too important to simply discuss over the phone.~~

Well, these past 30 months have sure been unusual for me. While I am crystal clear that have not done anything to hurt or deceive anyone, I sure have suffered dearly. I am in a job that I would never ever have accepted, at a rate of pay that I earned 8-9 years ago. I am enmeshed in endless Chapter 11 molasses. I am the only person in Senior Management at Coram that has been paid *nothing* on the Board approved incentives that are in my employment contract with Coram. No raise. No nothing. Just a good soldier.

At the same time, I have had my own Company (Dynamic) totally up-ended. I have had my monthly retainer with Cerberus ended, ruining cash flow. I have significant legal bills. I have been unable to participate in any new business deals, damaging my future earnings. All this, and my professional reputation has been trashed, too.

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Letter dated May 9, 2002 to Mr. Steve Feinberg

Mr. Bressler has told me personally that the Trustee doesn't want to tell us what to do, or give advice about ending the contract, or my getting paid by Cerberus. He also said, that "you guys have smart lawyers" ... and he's certain that they can ... "figure out how to make the payment and terminate the contract". He has said, that he has no objection to my "being paid by Cerberus for work done unrelated to Coram or for ending a pre-existing contract". So, why don't we have the attorneys work up a termination agreement and when we all are in agreement that it is worded properly, go ahead and tell Mr. Bressler that, unless the Trustee specifically objects ... Crowley's being paid by Cerberus for prior services rendered for *non-Coram* work and for ending the contract early, and that with this, the Agreement is being mutually terminated. Then make the payment and end the Agreement.

Steve, it will be your natural reaction to start to say that "Dan's mad". Well, I can honestly tell you that I am not mad at anyone. Not at all. I just want all of this over and I would like to be paid by Coram for the results I delivered to Coram and ... by Cerberus for the work Dynamic did related to Cerberus' *non-Coram* investments.

As an aside, I owe it to myself to tell you straight out that I do think that David Friedman did a terrible job handling this case. Contrast what Boris Feldman was able to do with the NJ litigation to what David Friedman did in Delaware. Friedman mis-advised me and Coram's Board, didn't focus or focus properly, poorly prepared me and the case, improperly positioned the whole case, had a flawed Reorganization Plan, was not fully engaged, and didn't handle most any important aspect of this case very well.

In retrospect, when you asked me to step in and save Coram, I should have simply told you "no" and let Coram go promptly down the drain. It is a fact that I had been routinely *turning down* jobs like this "out of hand". I didn't want this job, and it (Coram) wasn't my problem. Now, 2 1/2 years later, I'm still there because you pleaded with me to step in and save Coram from the complete melt-down that you feared. The result: Coram "has been saved", and for my reward, I have gone on to be wrongfully accused of all sorts of things, blamed for everything that prior management ever did wrong, and ... hounded to the end of the earth. The reality is, where several other Coram CEOs had completely failed, I actually saved Coram and have done a whole lot of things very very right that now give this Company a chance to continue in existence if Coram ever emerges from Chapter 11 with a reorganized capital structure.

~~I guess I just didn't really know you very well when we entered into our relationship. But my own history has taught me very hard lessons about the level of "amnesia" some folks experience when it comes to actually "paying" money for performance when the time comes. To this day, even you are still telling me that the 2000 MIP was based upon a gain on the sale of CPS. This is even though I testified in open Court to the contrary, and have personally told you more times than I can count that ... it didn't.~~

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2000 EBITDA was \$37 Million ~~without the gain on the sale of CPS and \$54 Million with it. I would have earned another \$4.25 Million if I had included the gain on that sale. I didn't~~

In fairness to myself, I think that *I should be paid now* for the professional work that I provided to assist with investments made in your non-Coram portfolio. I am concerned that ~~to not pay me actually feeds an unjustified controversy or somehow adds fuel to the theory there is some kind of a secret conspiracy when there really isn't. Steve, I also am anxious that unforeseen events sometimes overtake good intentions. You could get hit by a bus and be gone, Cerberus could get bought out, or . . . whatever. The point is that then I would be left with nothing. Now, that's not right or fair, is it?~~

My understanding of your commitment is that, absent an objection by the Chapter 11 Trustee, Dynamic Healthcare Solutions will be paid \$5 Million for the *non-Coram* work that was done for Cerberus and for the early termination of the Agreement between us.

I am asking that you please move promptly to have your attorney draft up a ~~Mutual~~ ~~Contract Termination Agreement~~ consistent with this understanding and let the matter be known to the Trustee's attorney who can object or not. Then the Agreement can be terminated and I can be paid for the *non-Coram* work that I did for Cerberus.

Regards,

*Dan Crowley*  
Dan Crowley

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Cc: Mr. Scott Schreiber, Esq.

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